

## **APPENDIX H – MEMORANDUM OF AGREEMENT**

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**MEMORANDUM OF AGREEMENT  
PURSUANT TO 36 CFR PART 800 BETWEEN THE TENNESSEE VALLEY  
AUTHORITY AND THE TENNESSEE STATE HISTORIC PRESERVATION OFFICER  
OCOEE HP NO 2 - OCOEE NO 3 161-kV TRANSMISSION LINE, POLK COUNTY**

WHEREAS, the Tennessee Valley Authority (TVA) proposes to construct a new 161-kV transmission line (TL) from the Ocoee Hydroelectric No. 2 to the Ocoee No. 3 Powerhouse with a 4 mile long and 100 ft wide right-of-way (ROW) easement to replace the existing transmission line and this undertaking includes access routes totaling approximately 12.5 miles long, consisting of Forest Service roads and old logging roads; and,

WHEREAS, TVA's preferred routing for the proposed 161-kV Ocoee HP No. 2 - Ocoee No. 3 TL from the Ocoee Hydroelectric Plant No. 2 to the Ocoee No. 3 Powerhouse and the existing 69-kV Ocoee HP No. 2 - Ocoee No. 3 TL is depicted in Figure 1 which is made a part of this agreement document by reference; and,

WHEREAS, TVA in consultation with the Tennessee State Historic Preservation Officer (SHPO) has determined that the 69-kV Ocoee HP No. 2 - Ocoee No. 3 TL is eligible for listing in the National Register of Historic Places (NRHP); and,

WHEREAS, TVA in consultation with the SHPO has determined that the construction of the proposed TL and the demolition of the existing TL would have no adverse effect on the Ocoee Hydroelectric Plant No. 2 and the Ocoee No. 3 Powerhouse, but would have an adverse effect upon the 69-kV Ocoee HP No. 2 - Ocoee No. 3 TL (Appendix A and B); and,

WHEREAS, TVA has consulted with the Tennessee State Historic Preservation Officer (SHPO) pursuant to 36 CFR Part 800, the regulations of the Advisory Council on Historic Preservation (Council) implementing Section 106 of the National Historic Preservation Act (NHPA) (16 U.S.C. 470f); and,

WHEREAS, the United States Forest Service participated as a consulting party and has been invited to be a concurring party to this agreement.

NOW THEREFORE, TVA and the SHPO agree that the undertaking shall be implemented in accordance with the following stipulations in order to take into account the effect of the undertaking on historic properties.

#### STIPULATIONS

TVA shall ensure that the following stipulations are carried out:

##### I. HISTORIC STRUCTURES TREATMENT PLAN:

The following documentation measures shall be taken to mitigate adverse effects to the 69-kV Ocoee HP No. 2 - Ocoee No. 3 TL:

1. Photographs of two views of an A-frame tower, including both overall views and details, will be taken.

2. Archival negatives and archival, 4x5, black-and-white prints will be provided to the Tennessee SHPO.
3. An Index to Photographs of the views taken will be provided to the Tennessee SHPO.
4. Background research will be conducted to document the history of the towers.
5. A copy of an original schematic drawing of the A-frame towers indicating design measurements will be provided to the Tennessee SHPO.
6. TVA Plan and Profile sheets of 1945 for the 69-kV Ocoee HP No. 2 - Ocoee No. 3 TL will be provided to the Tennessee SHPO.

## II. REPORTS:

TVA shall ensure that all historic structure investigations undertaken for compliance with this Agreement are recorded in formal written reports that meet the Secretary of Interior's Standards and Guidelines for Identification (48 FR 44720-23) and the Tennessee SHPO Standards and Guidelines for Architectural and Archaeological Resources Management Studies.

The SHPO shall be afforded thirty (30) days to review and comment on any archaeological or historical reports submitted by TVA in accordance with this Agreement.

## III. CHANGES IN PROJECT DESIGN:

Should any changes to the project occur subsequent to this agreement, TVA will determine the new APE in consultation with the TN SHPO, identify historic properties within the APE, and further consult with the TN SHPO and concurring parties.

## IV. TIMETABLE FOR COMPLIANCE

1. Consistent with Stipulation III, TVA shall ensure that the treatment of adversely affected historic properties is implemented in consultation with the SHPO and concurring parties.
2. The SHPO shall have thirty (30) days upon receipt to review and comment on all reports of investigation and treatment plans.

## V. ADMINISTRATIVE CONDITIONS

1. If Stipulations I. - IV. have not been implemented within three (3) years from the date of this Agreement's execution, this Agreement shall be considered null and void, unless the parties have agreed in writing as provided in Paragraph V.2.. below to an extension for carrying out its terms. Upon this Agreement becoming null and void, TVA, the SHPO, and other concurring parties will resume consultation pursuant to 36 CFR Part 800.
2. If Stipulations I. - IV. have not been implemented within three (3) years from the date of this Agreement's execution, TVA, the SHPO, and concurring

parties shall review the Agreement to determine whether the Agreement should be extended. If an extension is deemed necessary, TVA, the SHPO, and concurring parties will consult in accordance with 36 CFR Part 800.6(c) to make appropriate revisions to the Agreement.


3. The signatories to this Agreement may agree to amend the terms of the Agreement. Such amendment shall be effective upon the signatures of both signatories to this Agreement, and the amendment shall be appended to the Agreement as an attachment.
4. Should any signatory object within thirty (30) days after receipt of any documents provided for review pursuant to this Agreement, TVA shall consult with the objecting party to resolve the objection.
5. If either signatory to this Agreement determines that the terms of the Agreement cannot be carried out, the signatories shall consult to seek an amendment to the Agreement. If the Agreement is not amended, either signatory may terminate the Agreement. TVA shall either execute a new Agreement pursuant to 36 CFR Part 800.6(c)(1) or request the comments of the Council pursuant to 36 CFR Part 800.7(a).

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Execution of this Agreement by TVA and the SHPO, and implementation of its terms, evidence that TVA has taken into account the effects of the undertaking on historic properties, and TVA has complied with its obligations under Section 106 of NHPA.

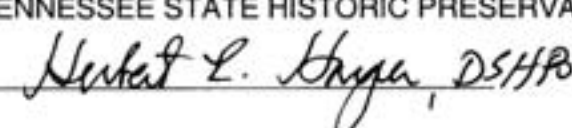
**SIGNATORIES:**

TENNESSEE VALLEY AUTHORITY

By:   
[Kathryn J. Jackson, Executive Vice President, RSO&E]

Date: 9.6.06

THE TENNESSEE STATE HISTORIC PRESERVATION OFFICER

By: 

Date: 9/14/06

**Appendix A****HISTORIC STRUCTURES**

Table 1. Historic and Architectural Resources.

<b>Resource</b>	<b>NRHP Status</b>	<b>Potential Effects</b>
Ocoee Hydroelectric Plant No. 2	Listed	Yes, but not adverse
Ocoee No. 3 Powerhouse	Eligible	Yes, but not adverse
Ocoee HP No. 2 - Ocoee No. 3 TL	Eligible	Yes, adverse

## **Appendix B**

Stanyard, William F. and Ted Karpynec

- 2004 Cultural Resources Survey for the Proposed 161-kV Transmission Line Between Ocoee Hydroelectric Plant No. 2 and Ocoee No. 3 Powerhouse in Polk County, Tennessee. Report submitted to the Tennessee Valley Authority, Cultural Resources, Knoxville, Tennessee.

D'Angelo, James J. and Ted Karpynec

- 2005 Cultural Resources Survey for the Proposed 161-kV Transmission Line Between Ocoee Hydroelectric Plant No. 2 and Ocoee No. 3 Powerhouse in Polk County, Tennessee. Report submitted to the Tennessee Valley Authority, Cultural Resources, Knoxville, Tennessee.